

**CLASSIC CRUISERS TRANSPORTATION AGREEMENT**

**This Transportation Agreement is made and entered into on {DATE}\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by and between:**

* **Classic Cruisers, its operators, owners, officers, employees, and agents,**
* **{Car Owner} \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,**
* **{Primary Customer/Renter} \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,**
* **{Primary DL#} \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
* **{Secondary Customer/Renter} \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,**
* **{Secondary DL#} \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
* **{Vehicle Year/Make/Model} \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Service Term:**

* **Service Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
* **Start time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
* **End time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Rental Details:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**By your signature below, you acknowledge and agree to this rental agreement under the following terms and conditions:**

**Terms and Conditions:**

1. **Assumption of Risk:** In exchange for the privilege to rent this vehicle, you hereby agree to accept all risks associated with being a driver or passenger in the vehicle with the owner or the owner's representative, Classic Cruisers, and Classic Cruisers' operators, car owners, officers, employees, and agents.
2. **Release and Indemnification:** On behalf of yourself, your personal representatives, and your heirs, you hereby release, indemnify, and hold harmless the aforementioned car owner, car owner's representative, and the aforementioned business, Classic Cruisers and Classic Cruisers' operators, owners, officers, employees, and agents from any and all claims, actions, causes of action, suits, judgments, and demands for bodily injury, property damage, or any other loss, including loss of life and/or loss of services, in law or equity, in any way or manner resulting from your rental or use of the vehicle made the subject of this rental agreement.
3. **Insurance:**
* If the renter is driving the vehicle, they shall provide proof of full coverage insurance prior to working with the vehicle. This insurance shall be primary and shall cover any damage or losses to the vehicle during the rental period caused by the renter or any passengers.
* If the renter is a passenger in a chauffeured vehicle, they are required to provide proof of full coverage insurance to cover any damage caused by them as a passenger or resulting from their actions during the rental period. Should your insurance not cover the damage, the renter is financially responsible.
* Classic Cruisers, and Classic Cruisers' operators, car owners, officers, employees, and agents are not responsible for providing liability coverage under the terms of this Agreement for any claims of injury filed.
1. **Liability:**
* If the renter is driving the vehicle, they are liable for any damage, loss, or liability incurred during the rental period caused by them or any passengers.
* If the renter is a passenger in a chauffeured vehicle, they are liable for any damage caused by them as a passenger or resulting from their actions, including damage to the car.

**Vehicle Use:**

1. **Authorized Drivers:** Only the owner of the vehicle or a representative from Classic Cruisers is authorized to drive the vehicle on chauffeured cars. Only the contracted renter can drive the non-chauffeured vehicle short distances on venue property and cannot be intoxicated.
2. **Prohibited Actions:** No person shall lean on, sit on top of, or otherwise misuse the vehicle. No smoking, vaping, eating, or drinking in the car.
3. **Permitted Actions:** Renter/models may stand beside or get in the vehicle.
4. **Pre-Rental Inspection:** Renter shall perform an inspection of the vehicle prior to rental and note any existing damage on the attached inspection form.
5. **Damage Responsibility:**
* If the renter is driving the vehicle, they are responsible for any damage or loss occurring during the rental period.
* If the renter is a passenger in a chauffeured vehicle, they are responsible for any damage caused by them as a passenger or resulting from their actions.
1. **Precautions Against Damage:** Customers are advised to avoid contact with the vehicle if they wear rings, embellishments on belts or dresses, or any other items that may cause scratches or damage to the car.
2. **Indemnification:** Renter agrees to indemnify and hold Classic Cruisers and the car owner harmless from any claims, damages, or expenses arising from the renter’s use of the vehicle.
3. **Weather Conditions:** Rental agreements are subject to weather conditions. If the chance of rain exceeds \_\_\_\_\_%, or if snow, sleet, or flooding are forecasted via The Weather App, Classic Cruisers reserves the right to find an alternate vehicle with a higher rain percentage subject to availability, reschedule, or cancel the rental. In such cases, a full refund of the balance and 15% of the deposit will be provided.

**Scope Of Chauffeured Experience**

1. **Chauffeur Service:** Owner agrees to provide a chauffeured ride in a vehicle.

**Please note**: The chauffeur's gratuity is not included in the rental fee. While tipping remains at your discretion, the industry standard is typically 15-20%. We appreciate your consideration of this customary gesture for exceptional service.

1. The Parties may shorten or extend the estimated term by mutual written agreement, for an additional fee.
2. **Deposit and Payment:** A 30% deposit is required no less than 48 hours before the service period. Nonpayment of the timely deposit will result in cancellation of this contract. If canceled by the renter, the deposit is non-refundable. If canceled due to weather contingencies, 15% of the deposit will be refunded. If canceled by Classic Cruisers for reasons other than weather contingencies, a 100% refund will be provided. The remainder of the agreed-upon service fee is required on or before the time of pickup, delivery or arrival. If paying by credit card, the renter must inform the owner at least 24 hours in advance.
3. **Arrival and Waiting Time:** The chauffeur will arrive 15 minutes before the scheduled start time. After these 15 minutes, the rental period begins. Make sure to include travel time to your destination (hotel, Airbnb, etc.) in your rental period. The rental period ends when the vehicle reaches the contracted destination.
4. **Prohibited Items:** Food, smoking, vaping, chewing tobacco, alcohol, drugs of any kind, or drinks (other than clear bottled water) are always prohibited inside the vehicle. Deviations from the predetermined destination are prohibited except in medical emergencies.
5. **Condition of Vehicle:** Customer is responsible for exiting the vehicle in the condition in which it arrives. Additional cleaning fees may apply for excessive dirtiness or damages.
6. **Wet or Dirty Clothes:** Customers with excessively wet or dirty clothes will not be allowed to enter the vehicle.

**Termination and Cancellation**

1. **Cancellation by Owner:** In the event of cancellation by the owner due to unforeseen circumstances, the owner will return 100% of service contract funds paid by the customer and Classic Cruisers. The deposit and payment section should be referred to as primary cancellation rules. If canceled by the renter, the deposit is non-refundable. If canceled due to weather contingencies, 15% of the deposit will be refunded. If canceled by Classic Cruisers for reasons other than weather contingencies, a 100% refund will be provided.

**Jurisdiction and Venue of Entire Agreement Governing Law**: This Agreement will be interpreted by the laws of the State of Texas, and any lawsuit or arbitration must be brought in HARRIS COUNTY, Texas. If any portion of this agreement is found to be unenforceable, the remainder of the agreement will still have full force and effect. This Agreement constitutes the entire agreement between the Parties with respect to this Service Contract. No modification to this agreement shall be made unless agreed upon in writing by both Parties.

**Signatures:**

* Primary Customer/Renter's Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Secondary Customer/Renter's Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Owner's Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Classic Cruisers’ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Renter's Information:**

* Primary Customer/Renter’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Secondary Customer/Renter's Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Insurance: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Policy Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
* Policy Exp Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Vehicle Inspection Form**

**Customer/Renter agrees to print out this form and have their representative inspect the vehicle upon arrival and note any existing damages:**

* **Vehicle Make: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
* **Vehicle Model: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
* **Year: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Existing Damage: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signatures:**

* **Renter's Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
* **Owner's Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
* **Classic Cruisers’ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Leigh Anne Maxwell**

**Classic Cruisers**

**Tomball, Texas**

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